



OPERATIONS SERVICES DEPARTMENT

REQUEST FOR BIDS #OSD-2021-401

**AS NEEDED SERVICES
FOR
“COMMERCIAL INTERIOR & OFFICE FURNISHING SERVICES”**

Bid Due Date:

Thursday, March 18, 2021

at 2:00 pm

**City Clerk's Office
123 Main Street
Pleasanton, CA 94566**

BID MAY BE DISQUALIFIED IF BID PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS OR DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

APPROVED

K. P. Yurchak

**Kathleen Yurchak
Director of Operations and Water Utilities**

I. INTRODUCTION

The City is seeking bids from experienced contractors to perform "As-Needed Services" to perform services and furnish the personnel, materials, and equipment to repair, design, replace or install any Furniture, Cubicles, Modular Furniture or Space Planning within City buildings and structures "as required" on a scheduled basis and/or 24-hour emergency basis including overtime, if required. The City will potentially be awarding multiple contracts for this scope of work for Fiscal Years 2020/21, 2021/22, and 2022/23. By mutual agreement both parties may extend the agreement, by amendment, for additional two (2), one-year terms, not to exceed five years for the total agreement.

II. SUBMITTAL PROCESS

Sealed Bid Proposals will be received by the City Clerk's office of the City of Pleasanton, Civic Center:

Office of the City Clerk
City of Pleasanton Civic Center
123 Main Street (hand delivered or express courier)
PO BOX 520 (by US mail only)
Pleasanton, CA 94566
Entitled: "Commercial Interior & Office Furnishing Services"
RFB # OSD-2021-401

Mailed or hand-delivered bids must be received by Thursday March 18, 2021 2:00 p.m. Bids received after the specified date and time will NOT be considered.

***Due to COVID-19, City offices are closed; however, a City staff person will be on site (outside 123 Main Street) from 1:00 to 2 pm on March 18, 2021 for in-person delivery.**

III. SELECTION PROCESS

It is the City's intention to qualify multiple contractors to perform potential as-needed services and routine scheduled services. Selection shall be based on the most qualified contractors in terms of work experience, list of references, as well as offering the most competitive rates.

The selected contractors and their sub-contractors shall each be required to obtain a City of Pleasanton business license and keep it current through the term of this Agreement.

Any additional information deemed necessary by your company to assist the City in the selection process including any special provisions or specifications that the contractor brings to the bid process and actual services may be submitted.

For questions, please contact Daniel Villaseñor, Management Analyst, Operations Services Department at (925) 931-5508, or dvillaseñor@cityofpleasantonca.gov

IV. AGREEMENT TERMS

The term of the agreement will be for Fiscal Years 2020/21, 2021/2022 and 2022/23. The parties may extend the agreement, by amendment, for additional two (2), one-year terms, not to exceed five years for the total agreement. The rates shall remain firm during the first year of the agreement. For the second or subsequent fiscal years of the agreement, the cost of each one-year term may increase only by the change in the Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor. It is the sole responsibility of the contractor to provide the City with their new calculated rate sheet(s).

Within ten days of being notified by the City, the lowest responsible bidder shall submit to the City:

- A signed copy of the City's standard Maintenance and Trade Services Agreement
- Certificates of Insurance, with Endorsement letter naming the City as additional insurer
- Evidence of a current business license to conduct business in the City of Pleasanton
- Completed W-9 Form

GENERAL PROVISIONS FOR EACH SERVICE

Insurance: Contractor and sub-contractors must provide and maintain in full force for the duration of the Agreement General Liability and Bodily Injury Insurance, Automobile Insurance, Worker's Compensation Insurance and Certificates of Insurance according to attached Agreement.

Rate Sheet: Rate Compensation for services rendered will be on a time and material basis based upon each contractor's provided rate schedule, which shall include regular time, overtime and emergency call outs. When requested by the City, Contractor will submit a written estimate detailing the cost to perform the requested work or services. No work shall be performed unless approved by the City's designated project manager. Rate sheets must be updated at the beginning of each fiscal year with the O.S.D., Management Analyst.

D.I.R.: *Contractors will be subject to registration and annual renewal fee to the Department of Industrial Relations (DIR) per Senate Bill 854. The mandate applies to all contractors and sub-contractors who intend to bid or perform work on public works projects (as defined in the Labor Code).*

Registration of Contractors with the Department of Industrial Relations

For bids submitted on or after March 1, 2015, and contracts entered into on or after April 1, 2015, the bidder and its sub-contractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1. A contractor or sub-contractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered without proof that

the bidder and its sub-contractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

Certified Payroll Records

For projects awarded on or after April 1, 2015, Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects, whether new or ongoing, awarded on or after January 1, 2016." Copies of those certified payroll records shall also be submitted electronically to the City.

Prevailing Wage

In accordance with California Labor Code Section 1170 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

Job Site Postings by Contractor

Contractor is required to post all job site notices prescribed by law or regulation. See 8 Calif. Code Reg. section 16451(d).

Reserved Rights

City retains the right to award a job to another contractor, to use City forces, or not to do the job at all. No, work shall be performed without being approved by the City's designated Project Manager. There is no Maximum nor Minimum amount guaranteed for each individual Agreement.

Payments

Invoices submitted to the City for payment must include description of work performed, location of work performed, number of personnel used, time spent by personnel, type of equipment used, time equipment used, and materials furnished. Back-up materials (invoices, receipts) must be included. All rental receipts must be furnished, and markup must be provided. Rates included on the invoice must match the Rate Sheet on file with this Agreement.

Project Manager

Designated City representative or Project Manager will determine satisfactory work performance. Contractor will clean facilities, stations, roadways, and any other areas littered or soiled by their maintenance/repair operations and/or equipment.

City of Pleasanton's Standard Specifications and Details (November 2016)

To the extent applicable, all projects shall adhere to the City of Pleasanton's Standard Specifications and Details (November 2016) which can be accessed (see link below). The purpose of these Specifications is to provide minimum standards for materials used of construction for the City's public infrastructure.

<http://www.cityofpleasantonca.gov/civicax/filebank/blobdload.aspx?BlobID=28996>

Permits

Contractor will be responsible for obtaining all necessary permits to perform work (encroachment, building, etc.), scheduling of inspections, Underground Service Alerts (the City of Pleasanton will notify USA for emergency work only), and a current Cal-OSHA excavation permit.

Identification

Contractor's crews shall always be identified either by a Company uniform, or by a safety vest worn outside other clothing with the Company name clearly displayed. Vehicles will have a Company sign clearly displayed.

Travel Time

The City will not pay travel time. Any Contractor desiring to cover these costs will need to incorporate them in the applicable hourly rates.

Traffic Control

Contractor shall conduct its operations as to cause the least possible obstruction and inconvenience to public traffic. To the greatest extent possible, all traffic shall be permitted to pass through the work area. Contractor shall furnish, erect, and maintain enough warning and directional signs, safety cones, sign boards, barricades and lights, and furnish sufficient flaggers to give adequate warning to the public at all times that the road or street is under construction, as prescribed by the Department of Transportation.

COVID 19 – Work Plan

Due to the recent COVID 19 pandemic the City has taken certain precautions when staff and contractors enter a City facility. As part of the bid submittal each contractor will need to outline how they will handle safety precautions in relationship to entering City facilities and how they will adhere to safety protocols and guidelines as outlined by the Center for Disease Control (CDC).

Questions

Questions should be directed to the Management Analyst, Daniel Villasenor by email at dvillasenor@cityofpleasantonca.gov. Questions will only be answered by reference to a section of this bid document. If interpretation is deemed necessary, then the question shall be addressed in writing and a clarification shall be given to all prospective Bidders through addenda. To allow time for issuance of addenda, questions shall only be accepted prior to seven (7) calendar days before the bid opening date.

V. BID INSTRUCTIONS

BID SUBMITTAL

Contractor must complete each Scope of Services form in its entirety to be considered for each type of work you are bidding on. **Contractor may submit more forms for multiple services.**

Submitted bid shall contain the following:

- ☐ **CONTRACTOR INFORMATION:** Name, address, year established, former names (if applicable), and principals of company.
- ☐ **WORK EXPERIENCE/REFERENCES:** Three (3) references for work or services that have been completed by your company in the last three years within the Bay Area or San Joaquin Valley.
- ☐ **SCOPE OF SERVICES:** A completed section for each of the scope of services for which the contractor is bidding including name, signature and billable items within the section. Note: This invitation attempts to use proper trade names for each service. Bidding contractors are required to add, delete or correct in "**Labor**" and "**Equipment**" category tables.
- ☐ **COVID-19 WORK PLAN:** Contractor must provide an outline how they will handle safety precautions in relationship to entering City facilities and how they will adhere to safety protocols and guidelines as outlined by the Center for Disease Control (CDC).
- ☐ **ADDITIONAL INFO:** Any additional information deemed necessary by your company to assist the City in the selection process including any special project provisions or specifications that the contractor brings to the bid process.

IMPORTANT NOTICE: If contractor or other interested person is a corporation, give legal name of corporation, state where incorporated, and names of the president and secretary thereof; if a partnership, give name of the company, also names of individuals co-partners composing company; if contractor or other interested person is an individual, give first and last names in full.

CONTRACTOR INFORMATION

(Required)

CONTRACTOR: (Company Name)		Year Est.:
BUSINESS ADDRESS:		
WEBSITE:		
DIR REGISTRATION NUMBER:	*DIR # must match the Company Named mentioned above	
APPLICABLE LICENSE(S) #:		
SUBMITTED BY: (Name & Title)	Name: Title:	
TELEPHONE:	Office: Cell:	
EMAIL:	Email: Email:	

SIGNATURE: _____ DATE: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

I declare under penalty of perjury that I have the authority to execute this bid and that the foregoing is true and correct.

WORK EXPERIENCE/REFERENCES

(Required)

Years the Company has been in the Trade _____

Provide locations and contact information regarding three (3) projects or services that have been completed by your company in the last three (3) years within the Bay Area or San Joaquin Valley. Examples are to be of a similar type as type work you are bidding and with a public agency. Please provide a list of references of (3) on a separate sheet of paper if different than the ones listed below.

PROJECT I

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT II

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

PROJECT III

LOCATION AND FOR AGENCY PERFORMED:	
CONTACT PERSON AND PHONE NUMBER:	
YEAR PERFORMED:	
TYPE OF WORK PERFORMED:	
CONTRACT AMOUNT:	

**FACILITIES MAINTENANCE/RENOVATION
COMMERCIAL INTERIOR & OFFICE FURNISHINGS SERVICES**

SCOPE OF SERVICES

Contractor to perform the services and furnish the personnel, materials, and equipment to repair, design, replace or install any Office Furniture, Cubicles, Modular Furniture or Space Planning within City buildings and structures "as required" on a scheduled and 24-hour emergency basis including overtime if required.

RATE SHEET

The cost quoted below shall include all taxes and all other charges, including travel expenses, and is the cost the City will pay for the term of any contract that is a result of this bid.

Bidder hereby certifies to City that all representations, certifications, and statements made by Bidder, as set forth in this Bid Form and attachments are true and correct and are made under penalty of perjury pursuant to the laws of California.

Contractor's Labor Rates (Hourly)

Position Description	Regular Time	Overtime	Emergency Callout
Foreperson	\$	\$	\$
Journey	\$	\$	\$
Apprentice	\$	\$	\$
Other:	\$	\$	\$

Materials/Rentals	Example	% Mark Up
Materials	Invoicing must be demonstrated as a percentage. Example: Material \$1,000 + 10% (\$100) = \$1,100	%
*Outside Equipment (Rentals)	Invoicing must be demonstrated as a percentage. Example: Outside Equipment \$2,000 + 10% (\$200) = \$2,200	%

*Rental Equipment must be pre-approved by City Project Manager

Company Representative:

Signature: _____

Company Name:

Date:

ATTACHMENT I

AS-NEEDED MAINTENANCE AND TRADE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2021 between _____ ("Contractor") a _____ (insert one: California corporation, partnership, sole proprietor, individual), whose address is _____ and the **CITY OF PLEASANTON**, a municipal corporation ("City").

RECITALS

- A. Contractor is qualified and experienced in providing the work or services set forth in Exhibit A of this Agreement.
- B. City finds it necessary and advisable to obtain work or services from Contractor on an as-needed basis.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

- 1. **Term**. The term of this Agreement commences on the date written above and will expire three (3) years from that date unless the parties agree to extend the Agreement for an additional two (2) one-year terms, not to exceed five (5) years total for this Agreement.
- 2. **Services to be performed**. Contractor shall perform, or cause to be performed, the work or services described in Exhibit A. This Agreement does not obligate the City to utilize Contractor exclusively for such work or services.

When requested by the City, Contractor will submit a written estimate detailing the cost to perform the requested work or services. No work shall be performed unless approved by the City's designated project manager.

- 3. **Compensation**. Total compensation pursuant to this Agreement shall not exceed \$ _____ per year. Rates shall be as set forth in Exhibit A. For the second or subsequent years of the Agreement, the cost of each one-year term may increase only by the change in the consumer price index for the San Francisco-Oakland-San Jose Metropolitan Area (all items index; all urban consumers) for the twelve-month period ending in April each year as published by the Bureau of Labor Statistics, U.S. Department of Labor.
 - a. Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approval by City.
 - b. If the prevailing wage for crafts or classifications subject to this Agreement change during the term of this Agreement, the City will accept corresponding increases in Contractor's hourly

rates when enough documentation is received from the Contractor and verified with the Department of Industrial Relations.

4. **Indemnification**. Contractor shall hold harmless, defend, and indemnify the City, its officers, agents and employees ("Indemnities"), against any and all claims, costs, demands, causes of action, suits, losses, expenses, attorney's fees, or liability, arising from or in any manner related to Contractor's (includes Contractor's employees, agents, or subcontractors) negligent act or omission, whether alleged or actual, regarding the work or services performed or caused to be performed pursuant to this Agreement and any amendments thereto. Contractor shall not, however, be obligated to indemnify Indemnities from claims arising from the sole negligence or willful misconduct of Indemnities. This indemnification includes any claim that the materials or equipment provided under this Agreement, or any tool, article or process used, constitutes an infringement of any patent issued by the United States. This indemnification provision shall survive termination or cancellation of the Agreement.
5. **Insurance**. During the term of this Agreement, Contractor shall maintain at its own cost and expense the following insurance coverage with insurers with an A.M. Best's rating of no less than A:VII:
 - a. **General Liability and Bodily Injury Insurance**. Commercial general liability insurance with limits of at least \$2,000,000 combined limit for bodily injury and property damage that provides that the City, its officers, employees and agents are named additional insured's under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall further state in writing either on the Certificate of Insurance or attached rider that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss.
 - b. **Automobile Liability Insurance**. Automobile liability insurance with limits not less than \$2,000,000 per person/per occurrence.
 - c. **Workers' Compensation Insurance**. Workers' Compensation Insurance for all of Contractor's employees shall be in strict compliance with State laws, including a waiver of subrogation and Employer's Liability Insurance with limits of at least \$1,000,000.

For work or services deemed public works, by signing this Agreement, Contractor is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract."

- d. **Certificate of Insurance**. Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded by this Certificate shall not be suspended, voided, canceled, reduced in coverage or

in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

- e. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insured's.
 - f. Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against the City, its officers, employees and agents.
 - g. Defense Costs. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusions.
6. **Independent Contractor**. The Contractor is an independent contractor retained by the City. All personnel employed by the Contractor, including subcontractors, and personnel of subcontractors, are not and shall not be employees of the City.
7. **Contractor's Warranty**. Contractor shall bear the risk of loss or damage to any goods associated with the services until delivered to and accepted by City. Contractor further warrants that all work done and goods provided under this Agreement shall: a) meet all conditions of the Agreement; b) shall be free from all defects in design, material and workmanship; and 3) shall be fit for the purposes intended. If any defects occur within the 12 months following acceptance, Contractor shall be solely responsible for the correction of those defects.
8. **Labor Code/Prevailing Wages**. The work performed under this Agreement is a "public work" and prevailing wage laws shall apply. No less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of the work by the Contractor or any subcontractor doing or contracting to do any part of the work. The appropriate determination of the Director of the California Department of Industrial Relations shall be filed at the City Clerk's Office and available for inspection. Contractor shall post, at each job site, a copy of the prevailing rate of per diem wages.

To the extent applicable, Contractor shall comply with all requirements of the California Labor Code, including but not limited to, Labor Code sections: 1773.2 and 8 Calif. Code Reg. section 16451(d) (regarding posting wage determinations at each job site); section 1776 (regarding the

certification, maintenance, and availability for inspection of payroll records); section 1777.5 (regarding employment of apprentices); section 1810 (regarding a legal day's work as 8 hours of labor); and section 1775 (regarding penalties for violations). The Contractor shall forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Contractor.

Contractors and Subcontractors are subject to a registration and annual renewal fee to the Department of Industrial Relations (DIR) per Senate Bill 854. Contractor herein certifies they are registered as eligible to bid and work on public works projects. This Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code sections 1771.1 and 1771.4 To insure compliance and complete understanding of the law regarding contractor registration and other requirements, the Contractor (and subcontractors) should, where quest exist, contact the Department of Industrial Relations prior to submission of bid. Responsibility for compliance with this Section rests with the Contractor and Subcontractors.

For bids submitted on or after March 1, 2015, and contracts entered into on or after April 1, 2015, the Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered into without proof that the bidder and its subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

For projects awarded on or after April 1, 2015, Contractor shall furnish the records specified in California Labor Code section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner. The Contractor shall furnish the records specified in California Labor Code section 1776 to the Labor Commissioner for all projects, whether new or ongoing, awarded on or after January 1, 2016." Copies of those certified payroll records shall also be submitted electronically to the City.

9. **Notices.** All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

To Contractor: _____

To City: City Manager
City of Pleasanton
123 Main Street
Pleasanton, CA 94566

10. **Miscellaneous Provisions.**

- a. City may terminate this Agreement at any time by mailing a notice to Contractor. Contractor shall be paid for that portion of work or services already completed by Contractor as approved by City.
- b. Contractor acknowledges that time is of the essence regarding the performance of this Agreement.
- c. Contractor shall not assign or transfer this Agreement.
- d. If either City or Contractor waives a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
- e. This Agreement constitutes the entire understanding of the parties.
- f. This Agreement may only be modified by a writing signed by the authorized representative of both parties.
- g. Contractor covenants that it has obtained and will keep in effect during the term of the Agreement all certificates, licenses, including a City Business License, permits or the like required by any federal, state or local regulatory agency in order to perform the work under this Agreement.
- h. Contractor shall comply with all federal, state and local laws, regulations and rules, including but not limited to applicable safety and environmental laws. Contractor shall bear full and exclusive responsibility for any release of hazardous or non-hazardous substances and disposal of hazardous wastes.
- i. The Contractor will permit the City to audit, examine and make copies of all contracts, invoices, payrolls and other documents or data relating to this Agreement. Such records shall be maintained for three years from the date of final payment under this Agreement.
- j. This Agreement shall be governed by the laws of the State of California, with venue for any action under this Agreement in Alameda County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Nelson Fialho, City Manager

By: _____

Signature

Print name

ATTEST:

Title: _____

Karen Diaz, City Clerk

*[If Contractor is a corporation, signatures must
comply with California Corporations Code §313]*

APPROVED AS TO FORM:

Signature

Dan Sodergren, City Attorney

Print name

Title: _____